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8-4-1985

# Illinois Food Retailers Association Independent Food Stores and Retail Clerks Union, AFL-CIO, Locals 1453, 1540, and 1550 (1985)

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# Illinois Food Retailers Association Independent Food Stores and Retail Clerks Union, AFL-CIO, Locals 1453, 1540, and 1550 (1985)

**Location**

IL

**Effective Date**

8-4-1985

**Expiration Date**

August 1988

**Number of Workers**

Unknown

**Employer**

Illinois Food Retailers Association Independent Food Stores

**Union**

Retail Clerks Union

**Union Local**

1453, 1540, 1550

**NAICS**

44

**Sector**

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# CONTRACT

*between*

UNITED FOOD AND COMMERCIAL  
WORKERS UNIONS  
LOCALS 1453, 1540 AND 1550  
AFL-CIO, CLC

*of the*

UNITED FOOD AND COMMERCIAL  
WORKERS INTERNATIONAL UNION,  
AFL-CIO, CLC

*and*

ILLINOIS FOOD RETAILERS ASSN.  
INDEPENDENT FOOD STORES



AUGUST 4, 1985

*through*

AUGUST 6, 1988

x8/88

# AGREEMENT

This Agreement is mutually entered into by and between UNITED FOOD & COMMERCIAL WORKERS UNION,

LOCAL Nos. 1453, 1540 and 1550, chartered by the United Food & Commercial Workers International Union, AFL-CIO & CLC, as party of the first part, and hereinafter referred to as the "Union," and \_\_\_\_\_,

or its successor, as party of the second part, and hereinafter referred to as the "Employer."

The parties to this Agreement agree that they will not discriminate against any employee, or prospective employee, because of age, race, sex, creed, color, national origin or Union affiliation.

## ARTICLE I—INTENT AND PURPOSE

1.1. The Employer and the Union each represent that the purpose and intent of this Agreement is to promote cooperation and harmony, to recognize mutual interests, to provide a channel through which information and problems may be transmitted from one to the other, to formulate rules to govern the relationship between the Union and the Employer, to promote efficiency and service and so set forth herein the basic agreements covering rates of pay, hours of work, and conditions of employment.

1.2. The Employer recognizes the Union as the sole collective bargaining agency for all of the employees, as hereinafter set forth, employed at the retail stores of

\_\_\_\_\_ in the geographical jurisdiction of the Union.

## ARTICLE II—COVERAGE

2.1. The term "Employer" as used in this Agreement shall refer and relate to all retail food stores now owned and/or operated by the Employer located within the geographical jurisdiction of the Local Union, and such new retail food stores as the Employer shall operate during the term of this Agreement. Leased and/or licensed departments shall be part of the bargaining unit. However, the ownership of the leased/licensed department shall have the right to negotiate the terms and conditions which shall be applicable in such leased/licensed department.

2.2. The term "employees" as used in this Agreement shall include all employees working in the retail food stores of the Employer, including employees working in leased and/or licensed departments and all concession departments, within the store, except its employees in the meat department and one (1) store manager. In stores having an average volume of \$100,000.00 per week, the Employer may appoint one (1) co-manager who shall also be excluded from the definition of employees.

**2.3.** It is agreed that in stores where the volume is \$100,000.00 per week or more, only unit employees covered by the Collective Bargaining Agreement shall perform all work, services and handling or selling of merchandise in the Employer's store.

Excluded from this clause are the store manager and co-manager, the store owners and their immediate family which shall be defined as husband, wife and their children. In the event of a violation of this section, the most senior employee working in the store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay for the amount of time spent in such violation, whichever is greater. Prohibited work performed by more than one supervisory employee shall be treated as separate violations and payment will be made accordingly. Any pay due under this paragraph shall be reflected on the employee's time record at the time the violation is reported and the payment shall be incorporated in the next pay check due the employee.

### **ARTICLE III-UNION AFFILIATION**

**3.1.** The Employer agrees that there shall be no discrimination against any employee because of Union affiliation or activity.

**3.2.** It is agreed that an employee of the Employer, upon being elected or appointed to office in the Union shall be granted a leave-of-absence for a period up to three (3) years, and upon expiration of such leave shall be reinstated in a similar position as that held when granted the leave-of-absence.

### **ARTICLE IV-UNION SHOP**

**4.1.** The following shop condition shall be effective:

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the execution date of this Agreement, shall remain members in good standing and those who are not members on the execution date of this Agreement shall on the thirty-first (31st) day following the execution date of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its execution date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union. The Employer may secure new employees from any source whatsoever. During the first (1st) thirty (30) days of employment, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer provided, however, that the aforementioned thirty (30) day period may be extended up to sixty (60) days by mutual agreement between the employee, Employer and the Union. A request for an extension shall be signed by

the Employer and the employee and submitted to the Union for its approval. The Union will not unreasonably withhold its agreement to such extension.

The probationary period for Utility Clerks shall be sixty (60) days from commencement of employment, during which the employee shall be on a trial basis and may be discharged at the discretion of the Employer.

The Union shall have the sole responsibility for employees becoming and remaining members in good standing of the Union. However, the Employer agrees that upon receipt of a written request from the Union, to suspend from employment any employee who has failed to become or maintain his/her membership after proper notification from the Union.

**4.2. Check-off:** The following provision shall become effective for United Food and Commercial Workers Local Union Nos. 1453, 1540 and 1550, if and when such Local Unions desire to institute such check-off procedure. Upon sixty (60) days notice to the Employer involved, the following shall become applicable:

"The Employer shall for the term of this Agreement deduct initiation fees as authorized, and shall deduct Union dues from the last pay of each month of employees who are members of the Union who individually certify, in writing, authorization for such deductions. The authorization for such deduction may be revoked by the employee upon giving thirty (30) days written notice to the Employer and the Union. The Employer shall promptly remit all sums deducted in this manner to the Secretary-Treasurer of the Local Union."

## **ARTICLE V—MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the management of the business, including the right to plan, determine, direct and control store operations and hours; the right to study and introduce new methods, facilities and products; the right to direct and control the work force, including the determination of its size and composition; the scheduling and assignment of work, and also including the right to hire, assign, demote, promote and transfer, to lay-off or reduce the hours of work because of lack of work; to discipline, suspend or discharge for proper cause; and to establish and maintain reasonable rules and regulations covering the operation of the store, a violation of which shall be among the causes for discharge, is vested in the Employer. Provided, however, that these rights shall be exercised with due regard for the rights of the employees. The listing of specific rights in this Agreement is not intended to be, nor shall it be considered restrictive or a waiver of any rights of management not listed and not specifically surrendered herein, whether or not such rights have been exercised by the Employer in the past.

## **ARTICLE VI—CLERKS WORK CLAUSE**

**6.1.** No salesman shall handle or stock any merchandise in the store, excluding the meat department, except rack jobbers and driver-salesmen engaged in servicing the retail stores under prevailing practices with merchandise directly from a delivery vehicle at the point of delivery. It is understood that the above shall not apply in new stores during the first week after the store is opened. In the event of violation of this Section, the most senior employee working in that store at the time of the violation shall receive four (4) hours straight-time pay or straight-time pay in the amount of actual time spent in such violation. If more than one (1) person is involved in the violation, the two (2) senior clerks shall receive the violation pay.

**\*6.2.** It shall be a violation of this Agreement for General Merchandise Clerks or Bakery/Deli Clerks to perform Regular Clerk duties. Any employee performing Regular Clerk duties for one (1) hour or more shall be paid the appropriate Regular Clerk rate of pay for all hours worked on the day or days the violation occurred.

**6.3.** It shall be a violation of this Agreement for Utility Clerks to perform any duties other than those set forth in Section 7.4 (d). In order to insure compliance with this provision, the parties agree as follows:

- (a) The Employer shall post in each of its stores a notice to the employees signed by an authorized Employer representative instructing all employees of the duties of Utility Clerks and instructing all employees that the performance of any other duties constitutes a violation of the Contract.
- (b) Upon the first violation of this Section, the Utility Clerks in the store involved shall be paid the regular clerk's starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk's duties.
- (c) Upon a second violation in the same store, all Utility Clerks in the store involved shall be paid the regular clerk's starting rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk's duties.
- (d) Upon a third violation in the same store, all Utility Clerks in the store involved shall be paid double the Utility Clerk's rate for all hours worked in the week or weeks in which the violation occurred, including hours worked in performance of Utility Clerk's duties.

## **ARTICLE VII—SENIORITY**

**7.1.** Seniority shall be defined as the length of continuous employment with the Employer within the bargaining unit and shall begin with the employee's last date of employ-

\*Does not apply to "D" stores.

ment. For seniority purposes, a "date of employment" shall mean a date the employee actually works. Seniority ranking for employees commencing employment on the same date shall be determined by the day and month of birth. The employee whose date and month of birth is closest to January 1, within the calendar year, shall have the greatest seniority. Employees transferred into the bargaining unit from an Employer's store covered by contract with the United Food and Commercial Workers Union Locals 1453, 1540 and 1550, shall maintain their previously acquired seniority. Supervisors transferred back to the bargaining unit shall be credited for all seniority earned prior to the supervisor's promotion out of the bargaining unit.

**7.2.** Utility Clerks shall not acquire seniority rights until completion of their sixty (60) day probationary period provided that after sixty (60) days employment, seniority shall revert to the last date of hire. All other employees shall acquire seniority rights after he/she has been employed by the Employer for at least thirty (30) days, provided that after thirty (30) days employment the seniority shall revert to the last date of hire.

The Utility Clerks' probationary period shall not be counted for the purpose of wage progression.

**7.3.** Seniority may be broken only by quit, justifiable discharge, layoff for one (1) year, employment outside the bargaining unit for one (1) year or failure to return to work in accordance with the terms of a leave-of-absence or recall from layoff.

**7.4.** In the application of the principles of seniority, there shall be four (4) seniority groups, ranked in the following order:

- \*\*1.** Classified employees;
- 2. Regular Clerks;
- 3. General Merchandise Clerks, Bakery Clerks, Deli Clerks, Salad/Bulk Clerks, Floral Clerks and Produce Scale Clerks; and
- 4. Utility Clerks.

The seniority groups are defined as follows:

**\*\* (a)** Classified employees: Assistant Manager, Produce Manager, Cashier/Bookkeeper, Dairy/Frozen Food Department Head, Deli Department Head and Bakery Department Head are classified employees. Each group of classified employees shall constitute a separate seniority listing.

**(b)** Regular Clerks are all other employees not listed in (a), (c) or (d) of this Section 7.4.

**\*** Does not apply to "D" stores.

**\*\*** Does not apply to "C" or "D" stores.



\*(c) General Merchandise Clerks are all employees which exclusively handle non-food items such as housewares, soft goods, pet supplies, light bulbs and supplies, greeting cards, drugs and health and beauty aids.

Bakery, Deli, Salad/Bulk, Floral and Produce Scale Clerks are all employees working exclusively within these departments.

(d) Utility Clerks are all employees whose duties are limited to sorting, bagging, and packaging sold merchandise; carrying and loading sold merchandise; sweeping floors anywhere in the store; cleaning the parking lot and other adjacent areas outside the store; filling bag racks; cleaning areas around and in front of the checker lanes; cleaning rest rooms; collecting and sorting containers; disposing of trash and rubbish; washing and cleaning of shelves and fronts of cases, without handling merchandise; washing windows; posting of window signs; returning of merchandise left by customers from check stands to shelves or displays; mopping of floors anywhere in the store and blocking of shelves one (1) hour prior to store closing.

**7.5.** The transfer of an employee to a seniority group having a higher wage schedule shall be deemed a promotion. Such employees shall have two (2) seniority dates, to wit: the date of hire and date of promotion. Within the employee's new seniority group, the date of promotion shall apply. In the event the employee is returned to a lower seniority group, the date of hire shall apply.

**7.6.** Upon written request from the Union the Employer shall prepare seniority lists as follows:

For each group of classified employees, the Employer shall prepare a single list for all stores covered by the contract. For all other seniority groups, the Employer shall prepare a master list for all stores covered by the contract and a separate list for each store. The lists shall include each employee's name, rate of pay, date of hire, classification and promotion date, where applicable. No employee shall be bound by a seniority date appearing on a list if, in fact, the seniority date is incorrect.

**7.7.** In order to maximize the opportunity for employees to exercise seniority rights in a manner which will allow employees to work in stores convenient to their store of last employment, the parties agree that there shall be mutually agreed upon geographical groupings of stores. Employees' seniority rights shall be exercised on a store basis, geographical grouping basis as well as a Local Union basis as more specifically set forth below. By mutual agreement the geographic grouping may include stores located within the jurisdiction of two (2) or more Locals. In the event of a new store opening, the parties agree to meet prior to the

\*Does not apply to "D" stores.

date of posting the new store opening to discuss the geographic grouping and revise the same if necessary. In the event of a store closing, the parties agree to meet within seven (7) days following the store closing to discuss the geographic grouping and revise the same if necessary.

**7.8. Layoffs:** Layoffs within the store shall be on a strict seniority basis within the affected seniority classification. The Employer shall offer employees a reasonable period of training, not less than thirty (30) days, if necessary to comply with this seniority requirement. A laid-off employee shall have the following options based upon seniority:

- (a) The laid-off employee may elect to transfer within his seniority classification to any store in the geographic grouping provided that in the store selected by the laid-off employee, there is at least one (1) less senior employee working in the same classification. If the transfer involves work which the employee has not previously performed, then the Employer shall offer the employee a reasonable period of training, not less than thirty (30) days.

During the thirty (30) day training period the employee may be reduced by one (1) wage bracket, after which the employee will be reinstated to his/her previous rate of pay and continue to progress through the wage brackets as per the contract provisions.

- (b) In the event the laid-off employee's seniority does not permit a transfer within the geographical grouping, then the laid-off employee may elect to transfer to any store within the jurisdiction of the Local Union in accordance with the employee's seniority, on the same basis and under the same conditions as set forth in paragraph (a) above.
- (c) In the event the laid-off employee's seniority does not permit a transfer within the Local Union's jurisdiction, then the laid-off employee may elect to transfer in accordance with the employee's seniority to a store of the Employer within the jurisdiction of any one of the Local Unions listed in Section 7.1 provided, however, that such transfer will displace the least senior employee only working in said Local Union's jurisdiction.
- (d) A laid-off employee may elect to take a demotion to a lower seniority grouping within his store (a seniority grouping with a lower wage schedule). The employee will then be placed upon the applicable seniority list based upon the employee's last date of hire.
- (e) Lateral transfers will be allowed between equal wage structure seniority groups within the store.
- (f) It is specifically understood and agreed that each employee who is subject to layoff must exercise all options as specified in this Section 7.8, except for (c)

above. Should the employee's seniority prove insufficient to entitle the employee to remain employed in any manner outlined above, then the employee will be laid off. Before hiring any new employee or promoting an employee to a job within the laid-off employee's seniority classification, the Employer will first offer recall rights to employees on the layoff list in accordance with seniority. An employee may decline to accept a recall to any store other than to one within the same geographic grouping from which the layoff occurred without forfeiting the recall rights.

**7.9.** All employees shall have recall rights up to one (1) year from layoff.

**7.10.** An employee who is reduced in hours by more than six (6) hours per week for four (4) consecutive weeks will be eligible to transfer as set forth above. The base period used to determine the six (6) hour reduction will be the average number of hours worked during the preceding four (4) weeks. Employees who wish to transfer under this provision must notify their Store Manager in writing, with a copy to the Union. The transfer will be made in accordance with Section 7.8 above, and will be effective the beginning of the second (2nd) week following receipt of such notice.

**7.11.** Any employee laid off as a result of a store closing or any employee laid off as a result of transfer pursuant to the aforesaid transfer provisions, including a layoff occasioned by the transfer of an employee from a closed store, shall have the same transfer rights as set forth above.

**7.12. Promotions and Demotions:** Promotions and demotions shall be handled in the following manner:

- (a) When a job opening occurs within a store, it shall be filled either by a voluntary transfer in accordance with Section 7.13, or by an employee from the next lowest seniority group within the store in accordance with strict seniority, provided the employee has the skill and ability to perform the required work.
- (b) Promotions to classified jobs shall be within the sole discretion of the Employer, provided, however, that all classified jobs shall be filled by unit employees.
- (c) The Employer shall afford every promoted employee a reasonable period of training in the position, not less than thirty (30) days.
- (d) An employee promoted to a classified job must perform the duties of the classified job.
- (e) No employee shall be demoted from any seniority group or any premium pay position without just cause.

**7.13. Involuntary and Voluntary Transfers:** The Employer may transfer employees to meet the necessities of the business with the following limitations and under the following conditions:

- (a) No employee shall be involuntarily transferred outside of their geographical grouping.
- (b) In the event a transfer is required outside of the geographic grouping, the Employer will first seek volunteers. In the event no volunteers apply for a transfer, the Employer will make the transfer in accordance with inverse seniority.
- (c) No involuntary transfer will be made which will result in a reduction of hours for the transferred employee.
- (d) Should the regular employee be temporarily transferred from his or her regularly assigned store to another store and such transfer results in additional transportation expense, the employee will be reimbursed by the Employer for such additional transportation expense. Transportation costs shall be computed on the basis of the Federal Travel Expense Standards in effect at the time.
- (e) An employee desiring a transfer to a store closer to home shall notify the Employer in writing of his or her desire to transfer to a specific store. In the event of a job opening in the specific store involving a comparable number of hours, the Employer will transfer the employee to the specific store. The employee requesting the transfer must have greater seniority than other employees in the store who have requested to fill the job opening.

## **ARTICLE VIII—WORKING HOURS AND OVERTIME**

8.1. The basic work week shall be forty (40) hours to be worked in five (5) days, eight (8) hours per day, not necessarily consecutive, between Monday through Saturday. During the life of this Agreement, there shall be no change in the basic work week without first obtaining the approval of the Union. This provision shall not be construed as a guarantee of forty (40) hours of work.

8.2. Employees will be paid time and one-half (1½) at the regular rate of pay for work performed on the sixth (6th) day of any week, regardless of total weekly hours, except in a case where an employee accepts a call-in that results in a sixth (6th) day of work or agrees prior to posting of the schedule to work a six (6) day work week. Utility Clerks who average less than thirty-five (35) hours per week shall not be covered by this provision.

8.3. Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of forty (40) hours per week.

8.4. Employees will be paid time and one-half (1½) their regular rate of pay for work in excess of eight (8) hours per day.

**8.5.** Time and one-half ( $1\frac{1}{2}$ ) shall be paid on a weekly basis or daily basis, whichever is the greater, but in no case on both.

**8.6.** No employee shall be scheduled for less than three (3) hours' work on any day of the week. Full time (40 hour) employees shall be guaranteed the number of hours of work as indicated on the work schedule for that day, or shall receive pay in lieu of such hours worked, except in cases of emergency due to Acts of God, civil disorder, strikes or boycotts. Part time employees (less than 40 hours) following completion of three (3) hours of work on any day of the week may be relieved from work, without penalty, should insufficient work exist within their seniority group.

Part time employees will be relieved from duty by inverse seniority provided that the senior employee is available to work the additional hours, if any, and that the additional hours required will not place the senior employee into an overtime schedule. All employees called in to work on an unscheduled day, shall receive a minimum of three (3) hours work, or three hours pay in lieu thereof. No employee shall have his work week reduced or be required to take time off as a result of this paragraph of the contract.

**8.7.** All work performed by employees on Sunday and holidays shall be considered as premium work, and such work shall be paid at the rate of time and one-half ( $1\frac{1}{2}$ ) the employee's regular rate of hourly pay. Sunday work shall not be considered part of the basic work week for employees. Sunday and holiday work shall be scheduled by the Employer and shall be rotated among all employees who volunteer for Sunday work. Should an insufficient number of employees volunteer, the Employer shall have the right to schedule from the least senior employee, in inverse order. Senior employees shall have the right to the Sunday and holiday schedule with the greatest number of hours. Within the third (3rd) week of the month the Employer shall post a notice next to the weekly work schedule requesting volunteers for Sunday work and holidays, if any, during the following month. Once posted and scheduled, an employee who fails to meet their commitment will forfeit their right to rotation for the month. Employees requesting Sunday or holiday work shall have the right of the greatest number of hours scheduled for the day in question, by seniority.

Notwithstanding the first paragraph above, Utility Clerks shall not be paid a premium for Sunday or holiday work during their sixty (60) day probationary period. For the ten (10) month period following completion of their probationary period, Utility Clerks shall be paid a premium of \$1.00 per hour over their regular rate for Sunday and holiday work. Upon completion of twelve (12) months of employment, Utility Clerks shall be paid time and one-half ( $1\frac{1}{2}$ ) for all Sunday and holiday work.

8.8. The Employer shall post in ink or other permanent means, in each store, the current work schedule for all employees working in the store. The schedule shall be posted by no later than Thursday, 4:00 p.m., of the week preceding the scheduled work week. The schedule shall list the names of the employees, in accordance with seniority and classification. All hours for the week shall be posted on the schedule.

Forty (40) hour employees shall have the right, in accordance with seniority, to select their preferred day off from among the various days off which are regularly available in the store for their job classification. The employee shall notify the Store Manager of his or her preference in writing. Once so notified, the employee shall be regularly scheduled for the preferred day off. Where Saturday is a scheduled day off, the day shall be rotated among the forty (40) hour employees and scheduled off in lieu of their regular day off. Work schedules shall be maintained in the store for a three (3) month period of time and shall be made available to an authorized representative of the Union for examination upon request. No employee who is called in to work, out of the posted work schedule, shall be required to take compensatory time off from the posted work schedule. Schedules must be posted in an area that is accessible to all employees.

8.9. An employee scheduled to work during any week shall receive a minimum of twelve (12) hours work or twelve (12) hours pay. This does not apply to employees who, under the previous contract, were scheduled to work on Saturday only, or employees whose hours are claimed pursuant to Article 8.12, and the result of such claim leaves the employee with less than twelve (12) hours per week. In which case the employee whose hours were claimed will work whatever hours remain after the claim.

8.10. Employees shall not be scheduled to work a split shift. A split shift is defined as two (2) shifts more than one (1) hour apart.

**8.11. Call-In Hours and Additional Hours:**

- (a) Call-in hours are defined as replacement hours occasioned by the absence of an employee. The Employer will make a reasonable effort to call in employees in accordance with seniority. Employees will have the right to refuse a call-in. The Employer shall not be obligated to call an employee in accordance with seniority if the replacement hours would result in overtime for the called-in employee.
- (b) Additional hours are defined as hours added to the posted schedule due to business needs through the call-in of additional employees or through the assignment of additional hours to employees at work.
- (c) In the event additional hours are occasioned by the need for additional employees, the Employer will call in employees in accordance with paragraph (a) above.

- (d) In the event additional hours are occasioned by the need to assign additional hours to employees at work, such hours shall be offered to employees at work in order of seniority. Failure to obtain sufficient volunteers, the hours shall be assigned in reverse order of seniority.

**8.12. Scheduling of Hours:** Employees within their seniority group and job classification (Cashier, Stock Clerk, Produce Clerk, Bakery Clerk, Deli Clerk, etc.) shall be eligible to claim available hours up to and including eight (8) hours per day, and up to and including forty (40) hours per week in a regular work week, including any portion of a less senior employee's hours in accordance with seniority. It is understood and agreed that Sunday and/or holiday hours may not be claimed pursuant to this Section. Hours claimed under the provisions of Section 8.2 of this Agreement on the sixth (6th) day in a work week or in excess of thirty-two (32) hours in a holiday week, shall be paid for at straight-time.

However, any clerk who is subject to layoff or whose hours have been reduced as outlined in Section 7.10 of this Agreement and cannot claim hours within his/her classification, may claim the hours of less senior employees in another job classification in an equal or lower seniority grouping. The claiming employee must however, claim the entire weekly schedule and work all his/her hours within the claimed job classification.

An employee's right to claim available hours shall include the right to claim all or any portion of a junior employee's schedule commencing prior to or upon the termination of the senior employee's schedule or within four (4) hours thereof so long as the result of the claim permits the junior employee to work a minimum of three (3) unclaimed hours. A claim within such time period shall not be construed as a split shift.

An employee shall not be required to make the same available hours claim each week. Once an employee has claimed hours, the schedule shall be adjusted consistent with the employee's claim for future weeks. Failure to do so shall be a violation of this Agreement and the employee shall be entitled to pay for the hours in question.

Employees who regularly worked forty (40) hours under the preceding Agreement shall not have their hours claimed.

Once the work schedule has been posted pursuant to the provisions of Section 8.8 hereof, employees wishing to claim additional available hours must make their wishes known to the Store Manager, or his designee, within twenty-four (24) hours of such posting or waive their right to claim additional hours for the balance of the work schedule as posted.

**8.13.** All employees shall receive an unpaid lunch period during each eight (8) hour shift. The lunch period shall be either one-half ( $\frac{1}{2}$ ) hour or one (1) hour by mutual agreement. Employees working six (6) hours or more, but less than eight (8) hours per day who request a lunch period shall be granted a one-half ( $\frac{1}{2}$ ) hour lunch period. In the case of an eight (8) hour shift, the lunch break shall be scheduled no later than three (3) hours prior to termination of the shift and no earlier than three (3) hours after the start of the shift. In the case of a shift less than eight (8) hours, the lunch break shall be scheduled no later than two (2) hours prior to the termination of the shift and no earlier than two (2) hours after the start of the shift.

**8.14.** Employees shall receive two (2) fifteen (15) minute uninterrupted rest periods, without loss of pay, in any one (1) workday. The rest periods shall be scheduled approximately within fifteen (15) minutes of the employee's half ( $\frac{1}{2}$ ) shifts. Employees working three and one-half ( $3\frac{1}{2}$ ) hours but less than seven (7) hours shall be entitled to one (1) rest period. Employees shall be compensated at their straight-time hourly rate of pay, for rest periods not taken in violation of the rest-period provision herein.

**8.15. Night Crew Employees.**

- (a) Night crew employees are defined as forty (40) hour per week employees who work a majority of their scheduled hours after 9:00 p.m., or before 6:00 a.m.
- (b) Night crew employees shall receive forty cents (.40) per hour premium for all hours worked. This premium shall be computed into vacation, holiday and sick pay.

**\*\*8.16.** Night crew work shall be assigned by inverse seniority, or at the employee's request. After twelve (12) months of employment on the night crew, a night crew employee may request, in writing, a transfer from the night crew. A copy of such request shall be sent to the personnel office of the Employer and to the Union. When openings occur for day jobs within the employee's geographical grouping, night crew employees shall be offered the day jobs, by seniority among themselves, requesting the transfers in writing in accordance with Section 7.13(e).

**\*\*8.17.** With the exception of night crew employees, all employees shall receive forty cents (.40) per hour premium pay for all hours worked between 12:00 Midnight to 7:00 a.m.

**8.18.** Whenever overtime hours also involve premium pay, the overtime rate shall be time and one-half ( $1\frac{1}{2}$ ) the regular hourly rate and the premium pay shall be added thereto. Premium pay, based on the job (key carrier, office clerical, general merchandise clerk, receiver clerks and night crew

**\*\*Does not apply to "C" or "D" stores.**



leader) shall be paid in addition to any premium pay based on hours (Sunday hours, night hours). Premium pay based on Sunday hours shall be paid in addition to premium pay based on night hours on Sunday.

**8.19.** No employee shall be scheduled without at least twelve (12) hours rest between shifts.

**8.20.** Night crew employees scheduled to start work before 6:00 a.m. on the day following Thanksgiving Day, Christmas Day and New Year's Day shall be paid time and one-half (1½) for all hours worked within the scheduled shift.

## ARTICLE IX-WAGES

**9.1.** Minimum wage rates shall be as follows:

**\*\*A.** Department Heads (As defined in Article 9.3 below.)

	A	B	C	D
Assistant Manager . . .	11.90	11.90	-.50	-
Produce Manager . . . .	11.70	11.70	-.50	-
Head Cashier . . . . .	10.90	10.90	-.50	-
Dairy/Frozen				
Department Head . .	10.75	10.75	-.50	-
Bakery Dept. Head . .	9.10	9.10	-.50	-
Deli Dept. Head . . . .	9.10	9.10	-.50	-

### B. Regular Clerks

Pay Level	Months	A	B	C	D
	1     0- 6	4.05	4.00	3.85	3.65
	2     7-12	4.60	4.40	4.20	4.00
	3     13-18	5.95	5.75	5.55	4.50
<b>**1</b>	4     19-24	6.40	6.20	5.90	4.80
	5     25-30	6.90	6.70	6.35	5.20
	6     31-36	7.20	7.00	6.75	5.55
<b>**2</b>	7     37-42	7.45	7.25	7.05	6.00
	8     43-48	7.75	7.55	7.25	6.20
	9     49-54	8.40	8.00	7.50	6.80
	10    55-60	9.00	8.50	8.00	7.10
<b>**3</b>	11    61-66	9.55	8.90	8.40	7.50
	12    67-72	10.10	9.50	9.00	7.80
	13    Over 72	10.50	10.00	9.50	8.15

(1) Current employees at pay levels 4, 5, 6 and 7 shall progress in accordance with classification seniority to pay level 8.

**\*\*1** (2) Effective February 2, 1986, new hires and current employees at pay levels 1, 2 and 3 shall progress in accordance with classification seniority to pay level 4 only, except as provided below:

**\*\*2** In the "D" Wage Tier only, new hires and current employees at pay levels 1, 2, 3, 4 and 5 shall progress in accordance with classification seniority to pay level 6 only, except as also provided below:

**\*\*3 (a)** Employees who reach pay level 4 and average 32 hours or more during months 22, 23 and 24 shall progress in accordance with classification seniority to pay level 11.

**\*\*3 (b)** Employees capped at pay level 4 with more than 27 months classification seniority, who average 32 hours or more during any three (3) consecutive calendar month period shall beginning with the first pay period of the fourth (4th) month, to progress in accordance with classification seniority to pay level 11.

(c) (1) Employees who progress beyond pay level 4 because of the provisions of (a) or (b) above, will become frozen in their then present pay level on the first pay period of the fourth (4th) month if they average less than 32 hours per week during any preceding three (3) calendar month period.

(2) Any employee frozen in accordance with the provisions of (c) (1) shall again progress to pay level 11 if and when that employee again meets the requirements of (b) above.

C. General Merchandise, Bakery, Deli, Floral, Salad/Bulk, Scale Clerk

Pay Level	Months	A	B	C	D
1	0- 6	4.05	4.00	3.85	-
2	7-12	4.60	4.40	4.20	-
3	13-18	5.95	5.75	5.55	-
<b>**4</b> 4	19-24	6.40	6.20	5.90	-
5	25-30	6.90	6.70	6.35	-
6	31-36	7.20	7.00	6.75	-
<b>**5</b> 7	Over 36	7.45	7.25	7.05	-
Hired prior to 8/8/79		8.90	8.50	7.90	-

**\*\*4** Effective February 2, 1986, new hires and current employees shall progress in accordance with classification seniority to pay level 4 only, except as provided below:

**\*\*5 (a)** Employees who reach pay level 4 and average 32 hours or more during months 22, 23 and 24 shall progress in accordance with classification seniority to pay level 7.

**\*\*5 (b)** Employees capped at pay level 4 with more than 24 months classification seniority, who average 32 hours or more during any three (3) consecutive calendar month period shall, beginning with the first (1st) pay period of the fourth (4th) month, progress in accordance with classification seniority to pay level 7.

(c) (1) Employees who progress beyond pay level 4 because of the provisions of (a) or (b) above, will become frozen in their then present pay level on the first (1st) pay period of the fourth (4th) month if they average less than 32 hours per week during any preceding three (3) calendar month period.

(2) Any employee frozen in accordance with the provisions of (c) (1) shall progress to pay level 7 if and when that employee again meets the requirements of (b) above.

#### D. Utility Clerk

Pay Level	Months	A	B	C	D
1	2- 6	3.60	3.60	3.60	3.50
2	7-12	3.70	3.70	3.70	3.65
3	Over 12	3.90	3.90	3.90	—
Hired prior to Ratification in 1982		4.50	4.40	4.40	4.15

**9.2.** In addition to the foregoing, the following employees shall receive premium pay of twenty-five cents (.25) per hour in addition to their base rate for all hours worked during the work week when premium work is actually performed. Premium pay shall not be pyramided if during the course of the work week the employee works at more than one premium job.

- (a) Night Crew Leader.
- (b) Key Carrier.
- (c) Store-Office Clerical Employees other than Cashier-Bookkeeper (as defined in Section 9.3 paragraph [i] below)

#### **\*\*9.3.** Definitions:

- (a) An Assistant Manager is defined as one who assists the Manager in the operation of the store.
- (b) A Produce Department Head is defined as one who operates the Produce Department under the direction of the Store Manager.
- (c) A Cashier-Bookkeeper shall be defined for purposes of this Agreement as an employee who is appointed and trained by the employer to handle the cash and the necessary reports to the General Office and such other work as required in supermarkets.
- (d) A Dairy/Frozen Food Department Head is defined as the employee who is responsible for the operation of the Dairy/Frozen Food Departments under the direction of the Store Manager. Such employees will work within the Department and will perform ordering, stock and inventory duties normally performed by a Department Head.
- (e) A Bakery Department Head is defined as the employee who operates the Bakery Department under the direction of the Store Manager.
- (f) A Deli Department Head is defined as the employee who operates the Deli Department under the direction of the Store Manager.
- (g) Night Crew Leader: Each night crew having four (4) or more employees shall have a lead member known as the Night Crew Leader appointed from among the four (4) or more employees.

- (h) A Key Carrier is an employee who has been assigned the responsibility for opening or closing the store.
- (i) Store-Office clerical Employees are defined as all employees who, in addition to the Cashier-Bookkeeper, perform office clerical work for all or any part of their work schedule.

**\*\*9.4.** There shall be an Assistant Manager, Produce Department Head and Cashier-Bookkeeper and Dairy Department Head in all stores where the Employer operates a Deli Department and/or a Bakery Department, there shall be a Department Head for each department.

**9.5.** Employees who are "over-the-scale" shall be reduced by an amount equal to the appropriate job classification and be frozen until the contract rate equals or exceeds their "over-the-scale" rate of pay.

**9.6.** Definition of "Service in Industry":

- (a) Proven comparable experience not terminating more than one (1) year prior to date of application and shown on application for employment shall be the basis for determination of a new employee's rate of pay. Such experience prior to one (1) year before date of application and ending within the one (1) year period must be continuous to be counted. U.F.C.W.I.U. Union Card showing experience will be recognized as initial proof of experience.
- (b) Claims for rate adjustment based on previous "service in the industry" must be filed in writing within ninety (90) days from date of employment, otherwise the employee forfeits any claim under this provision, except where such experience is shown on the initial "application for employment" in which event said ninety (90) days should not apply.
- (c) Service in the Industry Formula: In the application of service in the industry, rehired or new employees shall receive experience credit on the following basis:

Employees hired shall receive full credit for each month of service up to a maximum of twelve (12) months.

**9.7.** Wages shall be paid each week by check to all employees and the Employer shall post on the stubs the following information:

Straight-time, overtime, and holiday hours paid for, plus the employee's straight-time hourly rate of pay. In lieu of such information on the stubs, the Employer will make available a payroll work sheet containing such information to the Union Representative at the store.

**\*\*Does not apply to "C" or "D" stores.**

9.8. The Employer has the right to assign a classified employee the responsibility of a Store Manager or Co-Manager. The employee has the right to refuse such assignment.

9.9. Whenever an employee is assigned to and assumes the responsibilities of a duly-appointed Department Head for five (5) working days or more, he or she shall receive the appropriate contract rate for such time worked, or his or her regular rate of pay, whichever is greater.

9.10. In the event the Employer creates a new job classification which involves new job duties, responsibilities or skills, the Employer agrees to negotiate with the Union the rate of pay for the new job or classification.

## ARTICLE X - HOLIDAYS

10.1. All employees, after thirty (30) days of employment, shall be entitled to the following holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; Christmas Day; or days legally celebrated in lieu thereof.

10.2. All employees will be entitled to a birthday holiday after one (1) year of employment. The birthday holiday shall be taken during the week in which the birthday falls. If an employee's birthday falls during a holiday week, the birthday holiday shall be scheduled the following regular work week.

10.3. Effective January 1, 1987 all employees with one (1) or more years of employment shall qualify for one (1) personal holiday at any time during the year.

Thereafter, all employees shall qualify for personal holidays as of January 1st of each succeeding year. Personal holidays shall be taken and paid for only on days requested by the employee. The employee shall request a personal holiday in advance of the posting of the schedule for the week in which the personal holiday occurs.

A request for a personal holiday may be denied for business reasons provided, however, that no such request may be denied more than twice.

Utility Clerks who average less than thirty-five (35) hours per week shall not be entitled to receive a birthday holiday or personal holidays as otherwise provided in this Article X.

10.4. Holiday pay shall be determined by the number of hours which an eligible employee averages during the normal work week as follows:

Average Hours Per Week	Holiday Pay in Hours
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours per work week, for the purpose of this Article, shall be computed in accordance with vacation pay computation, Article 11.2.

**10.5.** During the week in which holidays occur, other than personal holidays, employees shall receive time and one-half (1½) their regular rate of pay after thirty-two (32) hours work.

By mutual agreement between the employee and the Employer, clerks may be scheduled in excess of thirty-two (32) hours in a week in which a holiday falls, in which case the time and one-half (1½) provision of this paragraph shall not apply. Any such agreement must be in writing.

**10.6.** Employees, excluding Utility Clerks, who work on legal holidays, as specified in Section 10.1 of this Article, shall receive time and one-half (1½) for all hours worked on the holiday in addition to their holiday pay. Full time (40 hour) employees working on a holiday shall be scheduled for their regular basic work week of four (4) days in addition to the holiday worked. Utility Clerks shall be paid for holiday work in accordance with Section 8.7 of this Agreement.

**10.7.** In order to be entitled to unworked holiday pay, as set forth in this Article, employees must work their scheduled day before the holiday and their scheduled day after the holiday unless absence is excused by the Employer or the employee presents a valid doctor's statement confirming the employee's illness.

**10.8.** Where a majority of an employee's total weekly hours worked during the holiday week are at a premium paid job classification, the employee's holiday pay will include premium pay.

**10.9.** No employee shall be required to work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. No employee shall work on Christmas Day. Only volunteers shall work after 5:00 p.m. on Christmas Eve or 5:00 p.m. on New Year's Eve and New Year's Day. If an insufficient number of employees volunteer, then the Employer will schedule the required employees on the basis of reverse seniority.

## **ARTICLE XI-VACATION**

**11.1.** All employees shall be eligible to receive a paid vacation as of the anniversary dates of their continuous employment with the Employer on the following basis:

- 1 week after 1 year of continuous employment
- 2 weeks after 2 years of continuous employment
- 3 weeks after 10 years of continuous employment
- 4 weeks after 15 years of continuous employment

Clerks who have earned:

6 weeks vacation rolled back to 5 weeks

5 weeks vacation rolled back to 4 weeks

\*\*\*4 weeks vacation rolled back to 3 weeks

\*\*\*provided they do not qualify by the new vacation schedule.

Employees who had earned three (3) weeks of vacation as per the old contract schedule (3 weeks after 5 years service) prior to February 2, 1986 shall continue to receive three (3) weeks of vacation regardless of the above schedule.

**11.2.** Vacation pay shall be paid at the contract rate in effect at the time of the vacation and shall be based on the total number of hours worked for the twelve (12) month period preceding the anniversary date, divided by fifty-two (52). Employees working scheduled overtime hours and/or premium pay jobs as part of the normal weekly schedule shall receive vacation pay computed on the basis of such overtime and/or premium pay. Normal weekly schedule shall be defined as fifty percent (50%) or more of time worked in a premium job classification or as regularly scheduled overtime. Employees regularly scheduled forty (40) hours per week shall be paid their vacation pay based on forty (40) hours per week.

**11.3.** Medical leaves of seventeen (17) weeks or less shall be counted as time worked for the purpose of computing vacation benefits. For medical leaves in excess of seventeen (17) weeks, the divisor in Section 11.2 shall be reduced to thirty-five (35).

**11.4.** An employee who has qualified for his or her first vacation and is subsequently laid off, shall receive a pro rata vacation for each full month of service completed since his last anniversary date of employment.

**11.5.** An employee who is discharged or quits, except discharge for dishonesty, after having worked six (6) months or more since his last anniversary date shall receive a pro rata vacation for each month of service completed since his last anniversary date of employment.

**11.6.** If a holiday occurs during an employee's vacation, he or she shall be paid an additional day's pay or receive an extra day off in addition to the vacation pay.

**11.7.** Vacations shall be scheduled on a departmental seniority basis and may be taken any time during the year. No employee shall be compelled to take a vacation at a time not mutually agreed upon.

An employee with three (3) weeks or less vacation shall not be required to split his or her vacation time.

**11.8.** Any person who enters military service shall be paid his/her pro rata vacation pay, for that which he/she has earned, up to the time of his/her entering military service.

Any veteran returning to work after military service shall receive his/her pro rata vacation pay for time worked during the time from his/her return to the anniversary date of his/her original hiring date.

Vacation allowed shall be in compliance with the terms of the existing Agreement.

**11.9.** An employee with more than six (6) months of service, but less than one (1) year of service, shall be allowed to receive up to one (1) week's unpaid vacation leave during his first year of employment, provided that a replacement employee is available.

**11.10.** Vacation schedules shall be posted in all stores by April 1st of each year.

## **ARTICLE XII-SICK DAYS**

**12.1.** Effective January 1, 1986 all employees, except as otherwise provided herein, shall be entitled to sick days as follows:

\*Effective January 1, 1986 all employees currently entitled to receive four (4) or six (6) sick days shall be reduced to two (2) sick days.

Effective January 1, 1986 employees currently entitled to receive three (3) sick days shall be reduced to one (1) sick day.

\*Effective January 1, 1987 employees reduced to two (2) sick days shall be increased to four (4) sick days.

Effective January 1, 1987 employees reduced to one (1) sick day shall be increased to two (2) sick days.

The above sick days shall be earned on the following basis:

TWO (2) sick days—one (1) day in the first six (6) months of the calendar year and one (1) day in the second six (6) months of the calendar year.

ONE (1) sick day—After six (6) months service in the calendar year.

FOUR (4) sick days—After ninety (90) days service, one (1) day. After one hundred eighty (180) days service, two (2) days. After two hundred seventy (270) days service, three (3) days. After three hundred sixty (360) days service, four (4) sick days.

\*Does not apply to "D" stores.



Employees hired on or after ratification shall earn sick days on the following basis:

ONE (1) sick day—After one (1) year of service.

TWO (2) sick days—After two (2) years of service.

**12.2.** Sick pay shall commence on the first (1st) day of absence provided such day is a scheduled workday and shall be paid for on the following basis:

<b>Average Hours Per Week</b>	<b>Hours of Sick Pay</b>
Less than 26 hours	4 hours at regular rate of pay
26 hours to 32 hours	6 hours at regular rate of pay
32 hours or more	8 hours at regular rate of pay

The average number of hours for the payment of unused sick days, as provided in paragraph (b) below, shall be based on the average number of hours per week as computed for vacation purposes in Article XI, Section 11.2.

(a) Sick leave unused during the calendar year shall be paid for in accordance with the above schedule during the pay period immediately preceding the Christmas week.

(b) Earned unused sick pay shall be paid to the employees upon termination, layoff or extended leave-of-absence.

**12.3.** Utility Clerks who average less than thirty-five (35) hours per week shall not be entitled to receive sick days as provided for in this Article XII.

## **ARTICLE XIII—JURY SERVICE—FUNERAL PAY —MILITARY RESERVE**

**13.1.** All employees who are subpoenaed for jury service and actually report shall receive the difference in pay for the time lost and the amount received as jury pay, but in no case shall the total pay exceed forty (40) hours pay at the employee's regular straight-time rate of pay. Jury pay shall be limited to a maximum of thirty (30) days pay per calendar year.

The employee shall notify the Store Manager that he or she has been subpoenaed for jury service on the employee's first workday following receipt of such subpoena.

When an employee is released for a day or part of a day, he/she shall report to his/her store for work.

Any employee who reports for jury service for five (5) days, Monday through Friday, shall not be scheduled to work on Saturday during that week. If, however, an employee volunteers to work on Saturday, at the request of the Employer, the employee shall receive the appropriate hourly

rate of pay for said days, which pay shall not be set off against or deducted from the forty (40) hours jury pay; provided further that hours worked on Saturday shall not be considered as hours in excess of forty (40) hours for over-time purposes.

**13.2.** The Employer agrees to pay all employees, excluding Utility Clerks, for necessary absence on account of death in the immediate family up to and including a maximum of three (3) scheduled workdays at straight-time, provided the employee attends the funeral. The term "immediate family" shall mean spouse, parents, child, brother, sister.

The Employer agrees to pay all employees, excluding Utility Clerks, for the necessary absence on account of death of their father-in-law, mother-in-law, grandparents, grandchildren, great-grandparents, step-parents, step-children, grandparents-in-law, or any relative residing with the employee or with whom the employee is residing, a maximum of one (1) scheduled workday at straight-time, provided the employee attends the funeral.

Utility Clerks shall receive one (1) day at straight-time for funeral leave, to attend the funeral occurring on their scheduled workday, for all of the above relations.

**13.3.** Any employee, who serves in the National Guard or Military Reserve Units which require annual training shall be granted the necessary leave without pay to fulfill the annual training requirements of the Unit in which they serve. Such employees shall give the Employer two (2) weeks prior notice. An employee shall not be required to take military training duties as his earned vacation.

The Employer will comply with the applicable laws of the United States concerning the re-employment of persons leaving the military service of the United States.

## **ARTICLE XIV - LEAVE-OF-ABSENCE**

**14.1.** All employees, after three (3) months employment shall be granted a leave-of-absence not exceeding one (1) year for injury or certified illness including pregnancy, provided that the disability continues during that period. Leaves-of-absence in excess of one (1) year may be granted by the Employer provided, however, that the employee shall not accumulate seniority in excess of one (1) year. All employees after three (3) months of service may be granted a personal leave-of-absence, not exceeding thirty (30) days upon the Employer's permission, without loss of seniority.

**14.2.** All leaves-of-absence must be in writing by the employee to the Store Owner and the Store Owner will send a written approval or disapproval to the employee.

**14.3.** Any employee who is granted a leave-of-absence and while on such leave-of-absence, accepts employment with another Employer, or who goes into business for himself, is subject to discharge.

**14.4.** Upon return to work from a leave-of-absence, the employee shall be restored to the job previously held, or to a comparable job with regard to work and rate of pay. Time spent on leave-of-absence in excess of thirty (30) days shall not count toward wage progression. Upon notice to the Store Owner of availability for work by no later than Noon Wednesday, the employee shall be restored to the work schedule for the following week. If notice is given after Noon on Wednesday, the employee shall be restored to the work schedule for the second week following notice.

**14.5.** Employees returning to work from a leave-of-absence due to sickness, accident or pregnancy may be required by the Employer to pass a physical examination before returning to work. Such physical examination shall be at the expense of the Employer.

**14.6.** Employees injured on the job and unable to work as certified by the Employer's physician shall receive their regular hourly rate of pay, as scheduled, up to three (3) calendar days. The Employer shall maintain accident report forms in the store office.

## **ARTICLE XV-DISCHARGE OR SUSPENSION**

**15.1.** No employee shall be discharged or suspended without just cause.

## **ARTICLE XVI-GRIEVANCE AND ARBITRATION**

**16.1.** The properly accredited officers or representatives of both parties to the Agreement shall be authorized to settle any dispute, disagreement, difference or grievance arising out of the terms, application or interpretation of this Agreement.

**16.2.** The Union shall submit all grievances in writing within the following time limitations:

- (a) Grievances involving discharge or suspension shall be submitted within fifteen (15) days from the date the Union receives notification of the discharge or suspension.
- (b) Grievances involving vacation pay shall be submitted within fifteen (15) days following the termination of the vacation.
- (c) Grievances involving hourly wage rates, wage brackets or premium pay shall be submitted in writing within fifteen (15) days from the date of the last occurrence of the grievance. The Employer's liability for such grievance shall not, under any circumstances, exceed six (6) months from the date of the filing of the grievance.
- (d) All other grievances shall be submitted in writing within fifteen (15) days of the date of the occurrence of the grievance.

Grievances not filed within the time limits set forth above shall be nullified and of no force and effect.

**16.3.** Representatives of the parties shall attempt to resolve all grievances as promptly as possible. For this purpose, either party may call a grievance meeting. The Employer shall reply, in writing, to the Union's written grievance within fifteen (15) days following receipt of the written grievance. Should the Union wish to pursue the grievance, they will respond, in writing, to the Employer's written answer within fifteen (15) days after receipt of the Employer's answer.

**16.4.** When in the judgment of either party arbitration is necessary, either party may initiate same by notifying the other party in writing that it has invoked the arbitration provisions of the contract and that it has requested the Federal Mediation and Conciliation Service to submit a panel of arbitrators to the parties. In no event shall arbitration be initiated earlier than seven (7) days following the mailing of the written grievance. The parties shall promptly proceed to select an arbitrator from the panel and proceed to arbitrate the grievance all in accordance with the rules of the Federal Mediation and Conciliation Service. The decision of the arbitrator shall be final and binding on the parties.

**16.5.** Expenses incurred in connection with the arbitration, to wit, fees of the Federal Mediation and Conciliation Service, the arbitrator's fees and expenses and rental of a hearing room, if necessary, shall be shared equally by the parties.

**16.6.** The failure of the Union to protest any constructive action notice or other written warning issued an employee, shall not be deemed as an admission on the part of the Union or the employee as to the truth of the content of such written notice or the propriety of its issuance.

**16.7.** Except as otherwise specifically set forth in this Agreement, it is agreed between the parties hereto that there shall be no strikes, cessation of work, picketing, boycotts or lockouts pending the final decision of any dispute submitted to arbitration, in accordance with the provisions of this Agreement.

**16.8.** It shall not be a violation of this Agreement for any employee to refuse to cross a legal, primary, labor picket line which has been authorized by the United Food and Commercial Workers International Union. The Employer shall be notified in writing when any picket line has been sanctioned by the Union.

## **ARTICLE XVII—UNION ACCESS TO STORES**

The Employer agrees to permit an authorized representative or officer of the Union to have access to the stores at all hours when said stores are open for business for the

purpose of communicating with the employees employed therein, but such representatives or officers shall not interfere with the duties of said employees or the business of the Employer.

## **ARTICLE XVIII-NEW STORE OPENING**

**18.1. New Store Opening:** In the event the Employer opens a new store, the new store will be staffed by employees in accordance with the following procedures:

- (a) The Employer will post in each of the Employer's stores notice of the new store opening at least four (4) weeks prior to the store opening date. The notice shall remain posted for at least ten (10) days including the date of posting and give a brief description of each position to be filled and the number of anticipated forty (40) hour and less than forty (40) hour jobs for each position. Further, the posted notice shall advise the employees that they may bid on the positions at the new store by signing the notice for the posted positions.
- (b) All non-classified positions will be filled in accordance with the seniority of the bidding employees. All positions not filled shall be offered to employees on layoff status in accordance with seniority.
- (c) The Employer will not hire new employees for the new store until the above procedures have been complied with.
- (d) Employees transferred from existing stores to a new store that is opened shall, if subject to layoff within a period of ninety (90) days after the store is opened, have the right to return to the store from which transferred and assume the job that their seniority warrants.

**\*\*18.2. Store Closing:** In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one (1) week's pay for each year of continuous service commencing with the third (3rd) year for employees who regularly worked forty (40) hours per week and the fifth (5th) year for employees who regularly worked less than forty (40) hours per week up to, but not to exceed eight (8) weeks pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee, will receive pro rata severance pay for that year as follows:

0-3 months equals twenty-five percent (25%) of a week's pay

3-6 months equals fifty percent (50%) of a week's pay

6-9 months equals seventy-five percent (75%) of a week's pay

Over 9 months equals one (1) week's pay

**\*\*Does not apply to "C" or "D" stores.**

Severance pay shall be computed as vacation pay in Section 11.2 of this Agreement.

**\*\*18.3.** If a store is sold and the successor employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the new job is comparable, then the employee shall have the option of accepting the job or the severance pay.

**\*\*18.4.** An employee who is laid off or involuntarily transferred within thirty (30) days of the store closing shall be entitled to severance pay as set forth above. In the event the store is sold, the store closing date shall be the last date the Employer operates the store.

**\*\*18.5.** An employee who is displaced by the transfer of an employee from a closed or sold store shall, if otherwise eligible, be entitled to severance pay benefits applicable to eligible employees at the closed store.

**\*\*18.6.** The Employer shall continue contributions to the Health and Welfare Trust Fund for three (3) months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing employer in the Health and Welfare Trust Fund.

**\*\*18.7.** Employees who are eligible for severance pay shall also be entitled to holiday pay for holidays that fall within thirty (30) days after termination.

**\*\*18.8.** Severance pay shall be due and payable two (2) weeks prior to the store closing date. All other monies due employees shall be paid in a lump sum upon termination or lay-off.

**\*\*18.9.** An employee who is terminated or laid off and who is eligible for severance pay and accepts severance pay shall not retain seniority or recall rights.

**18.10.** The Employer agrees to give the employees and the Union thirty (30) days notice in advance of a store closing or sale.

**\*\*18.11.** Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate of the contract covering the area to which they are transferred, whichever is greater.

**18.12.** Letters of recommendation will be given to all laid off employees at time of layoff.

**18.13.** The Employer agrees to recall any laid off employees in any new locations opened under the jurisdiction of the Local Union covered by this Agreement.

**\*\*Does not apply to "C" or "D" stores.**

**\*\*18.14.** Utility Clerks who average less than thirty-five (35) hours per week shall not be entitled to severance pay.

**18.15.** Payment of unused sick leave (Article XII) will be paid to employees laid off resulting from store closings.

**18.16.** Vacation and holiday pay shall be based on the highest rate paid to an employee during the one (1) year period prior to the employee receiving said vacation and holiday pay.

## **ARTICLE XIX—GENERAL**

**19.1.** The Union Store Card must be displayed in all places where members of the Union are employed. The Store Card shall not be removed in case of a dispute unless the dispute is taken up with proper officials of the Employer first.

**19.2.** The Union shall use its best effort as a labor organization to enhance the interests of the Employer as an Employer of Union Labor.

**19.3.** Members of the Union may wear their Union buttons when on duty.

**19.4.** The Employer shall provide a bulletin board on which the Union may post notices.

**19.5.** Any uniform deemed necessary by the Employer for its employees shall be furnished and laundered at the expense of the Employer.

Where the Employer desires to furnish dacron or similar type of uniforms to female employees and the female employees in such store are unanimously in favor of such uniforms, such uniforms shall be laundered by the employee and shall be returned to the Employer upon termination of employment, if so requested.

**19.6.** The Employer agrees to provide suitable rest area in the store.

**19.7.** Where time clocks are not provided, the Employer shall institute adequate payroll procedures to insure that all hours worked are properly recorded.

**19.8.** Except where otherwise mutually agreed, no employee covered by this Agreement shall be required by any representative of the Employer to be subject of a lie detector test for any reason whatsoever.

**19.9.** The Employer shall provide a first aid kit containing bandages.

**19.10.** If a physical examination or health permit is required by the Employer, the medical fee for such examination shall be borne by the Employer.

**\*\*Does not apply to "C" or "D" stores.**

**19.11.** Any time spent away from the store on the legal business of the Employer, either at the request of the Employer or pursuant to a legal subpoena, shall be compensated by the Employer at the employee's regular rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime unless it is part of the regularly scheduled work week.

**19.12.** For store meetings, minimum call-in compensation shall be one (1) hour's pay or pay for actual time spent at the meeting, whichever is greater. There shall be no more than one (1) meeting per calendar quarter which requires employee attendance. There shall be a ten (10) day prior posting of notices of all meetings which require employee attendance.

## **ARTICLE XX-TECHNOLOGICAL CHANGE**

**20.1.** The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail himself of modern technology. With this common objective the parties agree as follows:

In the event the Employer introduces major technological changes which for the purpose of this Article are defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, sixty (60) day advance notice of such change will be given to the Union.

In addition, the Employer agrees:

- (a) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- (b) Where retraining is not applicable, the Employer will make every effort to effect a transfer to another store.
- (c) In the event an employee is not retrained or transferred and is permanently displaced as a direct result of major technological changes, as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
  - 1. All employees with two (2) or more years of continuous service will be eligible for one (1) week's severance pay for each year of continuous service. Maximum severance pay for all employees shall not exceed eight (8) weeks pay.
  - 2. An employee shall be disqualified for severance pay in the event the employee:
    - (a) Refuses retraining;
    - (b) Refuses a transfer within a geographical grouping;
    - (c) Voluntarily terminates employment.



**20.2.** Utility Clerks who average less than thirty-five (35) hours per week shall not be covered under the provisions of this Article.

## **ARTICLE XXI-HEALTH AND WELFARE**

**21.1.** The Employer agrees to continue to pay by the tenth (10th) day of the month into the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund the sum of ninety cents (90¢) per hour on *all straight-time hours* worked by eligible employees, excluding Utility Clerks, covered by this Agreement. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

Eligible employee shall be defined as any employee who has completed four (4) weeks of employment with the Employer. Contributions shall commence with the beginning of the fifth (5th) week of employment.

Effective the first (1st) Sunday following completion of six (6) months continuous service Health and Welfare contributions will be made for all hours worked by Utility Clerks on the above basis.

**21.2.** The Trust Fund shall be jointly administered by a Board of Trustees, with an equal number of Trustees representing the Union, and an equal number of Trustees representing the Employer.

**21.3.** When an eligible employee covered by the Health and Welfare Plan changes employment from one (1) participating Employer to another participating Employer within a thirty-one (31) day period, the new Employer shall immediately pay the same contribution rate previously paid on behalf of said employee. Thereafter, eligibility and rate of contribution shall be determined in accordance with all provisions of this Article.

**21.4.** The Employer shall contribute to the Health and Welfare Fund for all employees who are off work due to injury on the job for a period of one (1) month following the month in which the injury occurred. The contribution shall be based on the employee's previous month's hours.

## **ARTICLE XXII-PENSION**

**22.1.** The Employer agrees to continue to make a contribution of fifty-two cents (52¢) per hour on all straight-time hours worked by employees, excluding Utility Clerks, covered by this Agreement. Such contributions shall be made to the United Food and Commercial Workers Union and Employers Midwest Pension Fund. The contribution shall also be made on hours for which employees receive holiday and vacation pay and hours worked on Sunday, except that no contribution shall be made on hours in excess of eight (8) per day or forty (40) per week.

Eligible employee shall be defined as any employee who has completed four (4) weeks of employment with the Employer. Contributions shall commence with the beginning of the fifth (5th) week of employment.

Effective the first (1st) Sunday following completion of six (6) months continuous service pension contributions will be made for all hours worked by Utility Clerks on the above basis.

**22.2.** Contributions shall be made to a jointly administered Pension Trust Fund to be trusteeed and administered in accordance with existing law and in accordance with the Pension Plan and Trust Agreement existing between the parties. Said contributions shall be for the sole purpose of providing pension for eligible employees as defined in such Pension Plan.

### **ARTICLE XXIII - COLLECTION OF DELINQUENT CONTRIBUTIONS**

**23.1.** Any Employer who is sixty (60) days delinquent in the payment of any or all of the contributions required of it by the above Articles XXI and XXII shall pay as liquidated damages, a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly and on a separate basis for the Health and Welfare Fund and the Pension Fund. The amount of liquidated damages shall be added to the cumulative total of delinquent contributions and shall be included in the computation of damages.

**23.2.** In addition to the foregoing, an Employer delinquent sixty (60) days or more shall be liable for the payment of any benefits paid or otherwise payable to an employee or his dependent from the Health and Welfare Trust Fund as a result of any claim incurred during the period of delinquency. Said liability shall not be waived by payment of the amount delinquent, including the liquidated damages, or by payment of the claim by the Health and Welfare Trust Fund.

The above paragraphs shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bona fide difference or dispute concerning eligibility.

The Employer agrees that applicable payroll records shall be made available for audit to employees of the Health and Welfare and/or Pension Fund as directed by action of the Board of Trustees of these Funds.

### **ARTICLE XXIV - CONFORMITY TO LAW**

Nothing contained in this Agreement is intended to violate any Federal Law, rule or regulation made pursuant thereto. If any part of this Agreement is construed to be in such

violation, then that part shall be made null and void and the parties agree that they will, within thirty (30) days, begin negotiations to replace such void part with a valid provision.

## **ARTICLE XXV—TERM OF AGREEMENT**

**25.1.** This Agreement shall be effective from August 4, 1985, through August 6, 1988, at which time it shall automatically renew itself from year to year, provided, however, that either party may give to the other party not less than sixty (60) days notice in writing prior to the expiration date or to annual renewal date of its intention to change or terminate said Contract.

**25.2.** This Agreement shall be reopened on March 1, 1987 and again on February 28, 1988 for the purpose of negotiation of Article IX, "wages only." It is understood that the Union will retain the right to strike, to support its demands on such reopeners.

**25.3.** By the execution of this Collective Bargaining Agreement, the Employer does hereby adopt, ratify and become a party to the United Food and Commercial Workers Unions and Employers Midwest Health Benefits Fund Agreement and Declaration of Trust, and the United Food and Commercial Workers Unions and Employers Midwest Pension Fund Agreement and Declaration of Trust, and said Agreements and Declarations of Trust are hereby incorporated herein and made a part hereof. Further, the Employer reaffirms and ratifies all acts of the Trustees performed pursuant to said Agreements and Declarations of Trust.

### **FOR THE COMPANY:**

Name of Store:

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Address:

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Level of Contract: \_\_\_\_\_

By: \_\_\_\_\_

### **FOR THE UNION:**

By: \_\_\_\_\_

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**LETTER OF AGREEMENT  
BETWEEN  
UNITED FOOD AND COMMERCIAL WORKERS  
UNION LOCALS NO. 1453, 1540 AND 1550  
AND  
ILLINOIS FOOD RETAILERS ASSOCIATION**

1. The volumes for store classification i.e., A, B, C or D, shall be based on total store volume less sales tax as follows. Stores doing a total average weekly volume for 1985 of:

\$150,000 Per Week or More .....	A
\$100,000 to \$149,999 Per Week .....	B
\$50,000 to \$99,999 Per Week .....	C
Less Than \$50,000 Per Week .....	D

2. Department Heads shall be required as per this Agreement for "A" and "B" stores.

Department Heads shall not be required in "C" and "D" stores. However, in stores where there are red-circled Department Heads by virtue of previous agreements, these employees will continue to be red-circled.

**3. 1985 Personal Holidays and Sick Days**

Unused personal holidays and unused sick days due in 1985 under the previous contract shall be granted on the following basis:

Employees due unused personal holidays or sick days due in 1985 shall be allowed to take all unused days from 1985 up to June 1, 1986. Effective June 1, 1986, any days which remain unused shall be paid for during the month of June, 1986 on the same basis as required in the previous contract for payment of unused days.

**4. 1987 and 1988 Wage Reopener**

The Employer agrees that there shall be no further requests for wage rollbacks during the term of this Agreement. The contract wage reopener will not result in any further reduction in wage rates for any employees.

**5. Health and Welfare**

Contributions into the Health and Welfare Fund may be adjusted by the Trustees based on the Administrator's projected contribution rate to maintain the unencumbered reserves of the fund at \$6.5 million dollars. However, in no case will the required Employer contribution rate be less than seventy-five cents (75¢) per hour or greater than ninety cents (90¢) per hour. Adjustments will be made in accordance with the Resolution passed by the Board of Trustees.

**6. 8.17**

The Employer agrees the employees working in "C" or "D" stores who under the previous agreement were Red Circled and entitled to a forty cents (40¢) per hour night premium shall continue to receive the forty cents per hour premium as provided for in Article 8.17.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

**FOR THE COMPANY:**

Name of Store:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Level of Contract: \_\_\_\_\_

By: \_\_\_\_\_

**FOR THE UNION:**

By: \_\_\_\_\_

\_\_\_\_\_